CURRENT DECISIONS

CONSTITUTIONAL LAW—SEARCHES AND SEIZURES—INADMISSIBILITY OF DOCUMENTS TAKEN IN VIOLATION OF THE FOURTH AND FIFTH AMENDMENTS.—The defendant was suspected of conspiring to defraud the government through contracts for clothing and equipment. A private in the army, attached to the Intelligence Department, under guise of making a friendly call upon the defendant, gained admission to his office, and, during his absence, without any warrant, seized and carried away documents. These documents were offered in evidence and received over the objections of the defendant. *Held,* upon appeal to the Supreme Court, that the papers were not admissible in evidence, as their use would be in violation of the Fourth and Fifth Amendments to the Constitution. *Gouled v. United States* (1921) 41 Sup. Ct. 261.

The instant case follows the rules laid down previously regarding the construction of the Fourth and Fifth Amendments. *Boyd v. United States* (1886) 116 U. S. 616, 6 Sup. Ct. 524; *Weeks v. United States* (1914) 232 U. S. 383, 34 Sup. Ct. 341. Papers unlawfully seized cannot be used in framing an indictment, and even though the government has returned the papers, it cannot use the information obtained from them. *Silverthorne Lumber Co. v. United States* (1920) 251 U. S. 385, 40 Sup. Ct. 182. For a complete discussion of this subject see Fraenkel, *Concerning Searches and Seizures* (1921) 34 HARV. L. REV. 361.

PERSONS—MARRIAGE—ANNULMENT FOR FRAUD.—The plaintiff sued to annul a marriage for misrepresentation by the defendant husband regarding his honesty. The parties had never cohabited. *Held,* that the marriage should be annulled. *Sheridan v. Sheridan* (1921, Sup. Ct.) 186 N. Y. Supp. 470.

As a general rule, misrepresentation as to character does not go sufficiently to the essentials of the marital relation to constitute a ground for an annulment of the marriage contract. In New York, however, every misrepresentation of a material fact without which the marriage would not have been entered into, authorizes an annulment, providing there are no children. See (1920) 30 YALE LAW JOURNAL, 88; (1920) 34 HARV. L. REV. 218.

PROPERTY—SURFACE WATERS—LOTS MAY BE SO GRADED AS TO SHED WATER ON ADJOINING LAND.—The defendants constructed a sidewalk which conducted the water falling from their building to the rear of their premises, where, uniting with the other surface water, it flowed onto the plaintiffs' land and undermined a retaining wall. *Held,* that the defendant was privileged to improve his land even though the effect was to change the course of the surface water so that it flowed on other land. *Liston v. Scott* (1921, Kan.) 194 Pac. 642.

There is a sharp conflict on the question whether a land owner is privileged to drain surface water from his land on to that of an adjacent owner. According to one theory, an owner need only receive that volume of surface water which would flow from the adjacent land in its natural course. *Johnson v. White* (1904) 26 R. I. 207, 58 Atl. 658; *Steinke v. North Vernon Lbr. Co.* (1921, Ky.) 227 S. W. 274. The modern tendency appears to favor the view that an owner may grade or improve his premises as he will, regardless of its effect upon his neighbor, unless his acts are malicious or unnecessarily injurious. *Aldritt v. Fleischauer* (1905) 74 Neb. 66, 103 N. W. 1084; *Hartle v. Neighbauer* (1919) 142 Minn. 430, 172 N. W. 498. For a collection of the cases see 1 Tiffany, *Real Property* (1920 ed.) sec. 341 (c); see also (1920) 29 YALE LAW JOURNAL, 686.